

## Instructions to Bidders with Living Wage

Each bid consists of 2 (two) files: the bid document and the legal appendices.

The following forms **only** must be **completely** filled out, and the **originals** returned no later than **11:00 a.m.** on the bid opening date to:

Purchasing Office  
Suffolk County Department of Public Works  
360 Yaphank Avenue – Suite 1B  
Yaphank, NY 11980-9645

1. **221B - Bid Request** – signed in ink. **PLEASE ENTER YOUR COMPANY NAME AND ADDRESS IN THE “TO” SECTION ON THE BID**
2. All **pages with pricing, wages and model numbers**, along with specifications for alternate bids
3. **SCEX Form 22** – Public disclosure statement – *must be notarized*
4. **SCPD-7 - Bid Certification**
5. **SCDP-8A - Local Business Certification**– *only if claiming local vendor preference*
6. **LHE-1 and LHE-2 – Lawful Hiring** – *must be notarized*
7. **Living Wage Forms**
8. **Insurance Forms** (see pages 65-67 in the legal appendices) – we need the following from your policy:
  - A. The **Accord Certificate** (naming Suffolk County)
  - B. The **Endorsement Page** (naming Suffolk County)
  - C. The **Declaration Page** (usually the first page of the policy)

**All bids along with the above mentioned forms must be returned in a sealed envelope and clearly marked as follows:** (you may cut out the following and attach to your bid envelope)

RUSH BID – P.A. <u>JM</u> OPENING DATE <u>6/4/10</u> AT 11 A.M. REQUISITION NO. <u>LPW10/29141</u>
--

**Faxed or Electronic Submission will not be accepted**

**BID REQUEST****REQ. #(s)**

LPW10/29141

Monday, May 17, 2010

MAIL OR DELIVER BIDS IN PERSON TO:

COUNTY OF SUFFOLK, N.Y.  
DEPT. OF PUBLIC WORKS, PURCHASING OFFICE  
360 YAPHANK AVENUE  
YAPHANK, NY 11980-9744  
PHONE: (631) 852-5196

**INVITATION**

This is an invitation to submit sealed bids for furnishing the supplies and/or services specified below, subject to the conditions on this and the standard/special terms referenced. All bids must be returned in the envelope furnished herewith. Bids will be received at the office of the County Purchasing Unit and, where required, publicly opened there at 11:00 a.m. on Friday, June 04, 2010

TO:

Delivery to: VARIOUS SUFFOLK COUNTY LOCATIONS  
(All delivery charges must be included in your quotation)

Required DELIVERY date: AS SPECIFIED

If you cannot comply with the required delivery date, write in here your best possible delivery: \_\_\_\_\_

Your terms: \_\_\_\_\_

For additional information call:

JOHN MAC DONALD, Purchasing Technician

phone: 631/852-5217

**BIDDER'S ACCEPTANCE**

1. The delivery date indicated is as required by the County. If you cannot meet it, cross it out and insert your own best delivery time.
2. All delivery charges are to be included in your quotation.
3. If this bid is accepted within \_\_\_\_\_ days from the bid opening date, the undersigned offers and agrees to furnish any or all of the items on which prices are quoted, at the price and delivery time indicated, subject to all the terms and conditions herein.
4. ALL BIDS MUST BE SIGNED IN INK.
5. Non-Collusive Bid Certification must be returned with this bid.
6. INCLUDE YOUR FEDERAL I.D.# \_\_\_\_\_

(Print Firm name)

(Authorized Signature)

(Print authorized name and title)

(date)

(FAX #)

(phone number)

Have you filed a County Form SCEX-22 (Local Law 14/1976) for the current calendar year? \_\_\_\_\_ (see item 10 on reverse side)

Email address: \_\_\_\_\_

**THIS IS NOT AN ORDER**

COM. CODE	ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
9100				ANNUAL REQUIREMENTS CONTRACT SOLID WASTE REMOVAL RAW SEWAGE SCREENINGS ===== AS PER ATTACHED SPECIFICATIONS  IN ADDITION TO THE STANDARD BID TERMS AND CONDITIONS (ATTACHED). THE FOLLOWING "SPECIAL INSTRUCTIONS TO BIDDERS " ALSO APPLY: A1, C10, D11, D12, D13, D16, D17, E18, E19 & E20  STATE BEST DELIVERY ARO: _____		

JM/JL

**SUFFOLK COUNTY  
DEPARTMENT OF PUBLIC WORKS  
PURCHASING OFFICE  
STANDARD BID TERMS AND CONDITIONS AND SPECIAL  
INSTRUCTIONS TO BIDDERS AS INDICATED**

All quotations are subject to the following terms and conditions unless modified in writing. Upon acceptance of a bid by the County the terms of the bid shall apply to all orders issued as a result of such acceptance.

**1-BIDDING**

- (a) **PRICING** - Bidders shall insert unit price and extension for each item.
- (b) The provisions of the New York State Fair Trade Law (Feld-Crowford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
- (c) **DISCOUNTS** - Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award.
- (d) **F.O.B. DELIVERY POINT** - All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal.
- (e) **"OR EQUAL"** BIDDING - When a bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

2-SAMPLES - Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at his expense. The County will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

3-AWARD WILL BE MADE BY ITEM OR CLASS - When class bids are indicated, bidder must bid on each item in the class. A bidder desiring to bid "no charge" on an item in a class must so indicate, otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

**4-DELIVERY**

- (a) **INSPECTIONS** shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.
- (b) **DELIVERY HOURS** - Deliveries shall be made between 9 A.M. and 3:30 P.M., Monday through Friday and at other times by special arrangement only.
- (c) **DELIVERY TIME** - Shall be computed in calendar days from the order mailing date on the order.
- (d) **LABELS** - All supplies which are customarily labeled or identified must have security affixed hereto the original unmodified label or marking of the manufacturer.
- (e) **NEW MERCHANDISE** - Unless otherwise stated in the quotation or orders, deliveries must consist only of new and unused merchandise which is currently in production.
- (f) **SUPPLIES** shall be securely and properly packed for shipment, according to accepted commercial practice.
- (g) **THE CONTRACTOR** shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to an agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the County accepts same.
- (h) **BILLINGS** for deliveries must be rendered on County claim vouchers.

**5-DELAYS, NO-DELIVERY, REJECTIONS**

- (a) **VENDORS FAULT** - If the Vendor fails to make delivery within the time specified or if the delivery is rejected, the Chief Purchasing Agent may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference, plus the relating cost and the liquidated damages, if any, will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the relating cost and the liquidated damages will become charges against the Vendor.

Should the new purchase price exceed the order by twenty per cent (20%) or more, the County agrees to waive its claim to the relating cost and the liquidated damages; should such excess price be less than twenty per cent (20%), the County shall charge the Vendor in addition, the relating cost and liquidated damages to a total not exceeding twenty per cent (20%) of the order price of the items rejected or not delivered.

- (b) **REJECTED MERCHANDISE** - The County may withhold acceptance of or reject any goods which are found upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

**6-AWARD**

- (a) The Chief Purchasing Agent reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.

- (b) The placing of an order by the Chief Purchasing Agent with the bidder for material described in the Request for Bid shall constitute a legal and binding contract.

- (c) The placement of a Purchase Order (Form 24-1080, 02/01/03) may be terminated by the County for convenience upon 5 days written notice.

- (d) All contracts awarded by the Chief Purchasing Agent shall be executory only to the extent of funds available to each Agency for the purchase of the commodity.

- (e) **7-PERFORMANCE BONDS** - If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Suffolk to supply any deficiency that may arise from any default on the part of the bidder. Such bond must meet all the requirements of the County Attorney.

**8-GUARANTEES BY BIDDER** - Bidder hereby guarantees:

- (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Chief Purchasing Agent to pay the cost of such defense to the County.
- (b) Vendor agrees to indemnify and hold the County Government harmless for any claim or liability arising under this contract due to any act or omission of the Vendor.
- (c) His products against defective material or workmanship and to repair or replace any damages or markings occasioned in transit.

- (d) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or the work of other Vendors or in the opinion of the Chief Purchasing Agent to pay for the same by deductions in payments due under this contract.
- (e) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Suffolk and the State of New York.

- (f) To carry proper insurance in the opinion of the Chief Purchasing Agent, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.
- (g) That he will keep himself informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the County of Suffolk from loss and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and all costs and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the County or their respective agents.

- (h) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.
- (i) That all deliveries will not be inferior to the accepted bid sample.
- (j) **9-ASSIGNABILITY OF CONTRACTS** - The contractor agrees that this contract shall not be assigned, transferred, conveyed, sublet, or otherwise dispose of the same, or of its right, title and interest, therein, or its power to execute such contract, or assign all or any portion of the monies that may be due or become due to the contractor under the terms of this contract.

- (k) **10-COMPLIANCE WITH LOCAL LAWS** - Prior to award of contract or Purchase Order, Vendor must comply with requirements of Local Laws 15-1972, 28-1973, 14-1976, 6-1979, and 32-1980, where applicable, by completing Forms SCEX 22 and SCDF-7 and filing them with the Purchasing Division.
- (l) **11-LIMITATION OF ACTION** - No action for any cause whatsoever arising out of this order shall be maintained against the County of Suffolk by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months.

- (a) after expiration of this order or
- (b) after the date of written notice to the Vendor from the County of complete rejection or withdrawal acceptance or
- (c) after the date of written notice to the Vendor from the County of a deduction from the agreed price on the order, whichever of the above events shall be the latest in time.

- (d) **12-LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT**
- (a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract, or any subcontract hereunder:

- (i) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- (ii) No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age, or sex.

- (iii) There may be deducted from the amount payable to the contractor by the County a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (iv) This contract may be cancelled or terminated by the County, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

- (b) Pursuant to Sec. 220(2) of the Labor Law no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including the flood or danger to life or property as provided for therein.

- (c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing supplements, as provided in Art. 8 of the Labor Law.
- (d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Sec. 22 of the Labor Law.

- (e) For every contract involving building services work as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the schedule of wages made part of the specifications hereto, and agree to be bound by all of the provisions of Article 9 of the Labor Law.
- (f) **13 - SALES AND EXCISE TAXES** - Unless the proposal indicates otherwise, the County is exempt from the payment of any sales, excise or federal transportation taxes. The price bid must be net exclusive of taxes and will be so construed. A vendor desiring returns of, or exemptions from taxes paid on merchandise accepted by the County, must submit the proper forms, and the Chief Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.
- (g) **14 - AUDIT** - Purchase orders and contracts are subject to audit.
- (h) **15 - PAYMENT AND COLLECTION OF CHARGES**

- (a) The County will make every effort to pay vouchers within thirty (30) days after:
- (1) proper delivery of merchandise
- (2) receipt of a properly executed voucher submitted to the Comptroller by the receiving agencies; vouchers forms shall be obtained from such agencies.
- (b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part.

- (c) All charges against a Vendor shall be deducted from current obligations that are due him or shall become due him. In the event that there are no current obligations, the Vendor shall pay to the County the amount of any such charges.
- (d) The County will also avail itself of cash discounts for payment within prescribed times whenever possible.

**CONTRACTS INVOLVING INSTALLATION**

- 1. Contractors shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

- 2. Installation shall also include the furnishings of any rigging necessary to move equipment into the building, also the removal and resetting of any removable windows used for moving equipment into the building and removal of trade-ins, if any.

- 3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

- 4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.

**VEHICLES**

- 5. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.

- 6. The Manufacturer's Standard Warranty shall cover all equipment delivered.
- 7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.

- 8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk. Vendors not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.

- 9. No name other than the Manufacturer's shall appear on the Vehicle.

- 10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Chief Purchasing Agent.

- 11. Bids will be considered only from Automobile Manufacturers or their Authorized Dealers.

**SOLID WASTE REMOVAL  
RAW SEWAGE SCREENINGS**

FURNISH, SERVICE AND EMPTY COVERED CONTAINERS AS LISTED BY LOCATIONS ATTACHED. ALL DUMP FEES, PERMITS, etc., SHALL BE PAID AND/OR ACQUIRED BY THE CONTRACTOR.

**NOTE:** CONTRACTOR MUST ADHERE TO PREVAILING WAGE SCHEDULE ATTACHED AND TO ALL ASPECTS OF THE N.Y.S. LABOR LAWS CONTROLLING ANY CONTRACT GENERATED FROM THIS BID.

**CONTACT PERSON FOR LOCATION INFORMATION:  
ANNIE BRAVICO AT 631/852-4215**

- A. SOLID WASTE REMOVAL SHALL BE MADE AT THE VARIOUS SEWER DISTRICT LOCATIONS LISTED ON ATTACHED SHEETS. CONTAINER SIZE, NUMBER OF CONTAINERS AND FREQUENCY OF PICKUPS ARE LISTED ALSO AND MAY BE CHANGED AS THE NEEDS OF THE COUNTY REQUIRE. ALL DUMPSTERS SHALL HAVE WATER-TIGHT COVERS.
- B. SOLID WASTE WOULD INCLUDE SOME SOLID RAW SEWAGE LEFT OVER AFTER SCREENINGS.
- C. SUBCONTRACTING PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY DEPARTMENT OF AUDIT & CONTROL, PURCHASING DIVISION WITH APPROVAL OF THE CHIEF PURCHASING AGENT.
- D. MISSED PICKUPS WILL BE DEDUCTED FROM BILLS.
- E. NYS LABOR LAW: CONTRACTOR RECEIVING AWARDS MUST ADHERE TO CURRENT LABOR RATE QUOTATIONS AND TO ALL ASPECTS OF THE NY STATE LABOR LAWS CONTROLLING ANY CONTRACT GENERATED FROM THIS BID.
- F. BID PRICE UNDER THESE ITEMS SHALL INCLUDE DUMPING FEE IMPOSED AT THE POINT OF DUMPING. IF THIS CHARGE INCREASES AT SOME FUTURE DATE DURING THE CONTRACT PERIOD, THE COUNTY MAY PERMIT THE CONTRACTOR TO CLAIM AN AMOUNT EQUAL TO THE INCREASE IN THE DUMPING FEE.
- G. CONTRACTOR IS RESPONSIBLE FOR POLICING TRASH WHICH HAS FALLEN FROM CONTAINERS ONTO GROUNDS WHILE TRASH IS BEING REMOVED. IT IS HEREBY UNDERSTOOD THAT AN HOURLY CHARGEBACK FOR CLEAN UP SERVICES WILL BE MADE WHEN THIS SERVICE IS NOT PERFORMED.
- H. THE COUNTY RESERVES THE RIGHT TO CHANGE THE SIZE OF ALL TRASH CONTAINERS AND FREQUENCY OF PICKUPS, UPON TWO WEEKS WRITTEN NOTICE.
- I. **VENDORS MUST INCLUDE THE FOLLOWING ITEMS WITH BID:**
  - 1. COPY OF TOWN DUMPING PERMIT (OR LETTER) AUTHORIZING TRASH PICK-UP IN THAT TOWN.
  - 2. COPY OF COMPLETED AND NOTARIZED 2010 CONTRACTOR'S/VENDOR'S PUBLIC DISCLOSURE STATEMENT (SCEX-22) INCLUDED IN THIS BID.

SOLID WASTE REMOVAL  
RAW SEWAGE SCREENINGS

**NOTE: FOR THE PURPOSE OF THIS BID IT SHALL BE ASSUMED THAT: 1 CU.YD. EQUALS 1/3 OF A TON IN THE STEEL, WATERTIGHT COVERED CONTAINERS ON WHEELS. ALSO, 1 CU. YD. SCREENING EQUALS 2/3 OF A TON IN THE STEEL CONTAINERS NOT TO BE COVERED OR WATERTIGHT.**

	TIPPING FEE CU. YD. PRICE	+	CARTING FEE CU. YD. PRICE	=	TOTAL FEE PER CU. YD.
1 - LOCATION: <b><u>S.D. #1 - PORT JEFFERSON</u></b> BEACH STREET PORT JEFFERSON, NY 11777					
QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED CONTAINER ON WHEELS, 1-1/2 CUBIC YARD CAPACITY. EMPTIED ONCE WEEKLY	\$ _____		\$ _____		\$ _____
ONE (1) STEEL CONTAINER 1-1/2 CUBIC YARD CAPACITY <b>COVERED, NOT WATERTIGHT</b> (THIS CONTAINER IS FOR SEWAGE SCREENINGS). SCREENINGS TO BE EMPTIED ON AN "AS NEEDED" BASIS	\$ _____		\$ _____		\$ _____
*2 - LOCATION: <b><u>S.D. #2 - TALLMADGE WOODS</u></b> END OF PIPE STAVE HOLLOW ROAD SOUTH SIDE OF ROUTE 25A MILLER PLACE, NY 11764					
QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED CONTAINER ON WHEELS, 1-1/2 CUBIC YARD CAPACITY. TO BE EMPTIED ON AN "AS NEEDED" BASIS	\$ _____		\$ _____		\$ _____
3 - LOCATION: <b><u>S.D. #3 - AWIXA CREEK PUMPING STATION</u></b> SAXON AVENUE BAY SHORE, NY 11706					
QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED CONTAINER - 4 CUBIC YARD CAPACITY EMPTIED ONCE WEEKLY	\$ _____		\$ _____		\$ _____

**SOLID WASTE REMOVAL  
RAW SEWAGE SCREENINGS**

TIPPING FEE CU. YD. PRICE	CARTING FEE CU. YD. PRICE	TOTAL FEE PER CU. YD.

4 - LOCATION: **S.D. #5 - HUNTINGTON**  
TRUFTON ROAD  
DIX HILLS, NY 11746

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER - 1-1/2 CUBIC YARD CAPACITY  
EMPTIED ONCE WEEKLY

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

5 - LOCATION: **S.D. #6 - KINGS PARK**  
87 MARINER DR.  
KINGS PARK, NY 11754

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER ON WHEELS, 1-1/2 CUBIC  
YARD CAPACITY. EMPTIED ONCE WEEKLY

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

\* DUMPING FEE SHOULD NOT BE INCLUDED ON THIS LINE ITEM AS IT IS PAID DIRECTLY TO  
SMITHTOWN BY SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS ACCOUNTING.

6 - LOCATION: **S.D. #7 - 12 PINES**  
WOODSIDE AVENUE  
MEDFORD, NY 11763

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER WITH COVER. THREE (3) CUBIC  
YARD CAPACITY. EMPTIED ONCE WEEKLY.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

# SOLID WASTE REMOVAL RAW SEWAGE SCREENINGS

	TIPPING FEE CU. YD. <u>PRICE</u>	+	CARTING FEE CU. YD. <u>PRICE</u>	=	TOTAL FEE PER CU. YD.
<p>7 - LOCATION: <b><u>S.D. #10 - STONYBROOK</u></b>            7 PARSONS DRIVE            STONY BROOK, NY 11796</p> <p>QUANTITY: ONE (1) STEEL CONTAINER, 1-1/2 CUBIC YARD            CAPACITY, <b>NO WHEELS, COVERED, NOT            WATERTIGHT</b> (THIS CONTAINER IS FOR            SEWAGE SCREENINGS.) SCREENINGS TO            BE EMPTIED ON AN "AS NEEDED" BASIS</p>	\$ _____		\$ _____		\$ _____
<p>8 - LOCATION: <b><u>S.D. #11 - SELDEN</u></b>            969 OLD TOWN ROAD            CORAM, NY 11727</p> <p>QUANTITY: ONE (1) STEEL, WATERTIGHT "DUMPSTER"            TYPE CONTAINER, WITH COVER. FOUR (4)            CUBIC YARD CAPACITY. EMPTIED ONCE            WEEKLY.</p>	\$ _____		\$ _____		\$ _____
<p>9 - LOCATION: <b><u>SD #13 - WINDWATCH</u></b>            BLYDENBURG ROAD            (BETWEEN MILMAY AVE. &amp; ESTELLE AVE.)            HAUPPAUGE, NY 11788</p> <p>QUANTITY: ONE (1) STEEL, WATERTIGHT "DUMPSTER"            TYPE WITH COVER, 1-1/2 CUBIC YARD            CAPACITY - EMPTIED BI WEEKLY</p>	\$ _____		\$ _____		\$ _____
<p>10 - LOCATION: <b><u>S.D. #14 - PARKLAND</u></b>            JOANNE DRIVE            HOLBROOK, NY 11741</p> <p>QUANTITY: ONE (1) STEEL, WATERTIGHT "DUMPSTER"            TYPE CONTAINER WITH COVER, THREE(3)            YARD CAPACITY. EMPTIED ONCE WEEKLY.</p>	\$ _____		\$ _____		\$ _____
<p>11 - LOCATION: <b><u>S.D. #18 - SUFFOLK BUSINESS CENTER</u></b>            MOTOR PARKWAY - ADJACENT TO SHERATON INN            HAUPPAUGE, NY 11788</p> <p>QUANTITY: ONE (1) STEEL, WATERTIGHT "DUMPSTER"            TYPE CONTAINER WITH COVER. 1-1/2            CUBIC YARD CAPACITY, EMPTIED ONCE            WEEKLY.</p>	\$ _____		\$ _____		\$ _____

**SOLID WASTE REMOVAL  
RAW SEWAGE SCREENINGS**

TIPPING FEE CU. YD. PRICE	CARTING FEE CU. YD. PRICE	TOTAL FEE PER CU. YD.
	+	=

12- LOCATION: **S.D. #20W - LEISURE VILLAGE**  
WHISKEY ROAD  
RIDGE, NY 11961

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER. FOUR (4) CUBIC YARD  
CAPACITY. EMPTIED ONCE WEEKLY.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

13- LOCATION: **S.D. #21 - S.U.N.Y.**  
NORTH LOOP & NORTH SERVICE ROAD  
S.U.N.Y. CAMPUS/STONY BROOK, NY 11790

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER ON WHEELS. 1-1/2 CUBIC  
YARD CAPACITY EACH. EMPTIED ONCE  
WEEKLY.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

TWO(2) STEEL CONTAINERS 1-1/2 CUBIC  
YARD, **COVERED, WATERTIGHT**  
(THESE CONTAINERS ARE FOR  
SEWAGE SCREENINGS). SCREENINGS TO  
BE EMPTIED ON AN "AS NEEDED" BASIS

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

14- LOCATION: **S.D. #22 - HAUPPAUGE COUNTY CENTER**  
VETERANS MEMORIAL HIGHWAY  
HAUPPAUGE, NY 11788

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER, 3 CUBIC YARD CAPACITY  
EMPTIED ONCE WEEKLY

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

15- LOCATION: **YAPHANK COUNTY CENTER**  
**SEWAGE TREATMENT PLANT**  
YAPHANK AVENUE  
YAPHANK, NY 11980

QUANTITY: ONE (1) STEEL, WATERTIGHT COVERED  
CONTAINER ON WHEELS. 1-1/2 CUBIC YARD  
CAPACITY. EMPTIED ONCE WEEKLY.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_



LPW10/29141

SOLID WASTE REMOVAL  
RAW SEWAGE SCREENINGS

TIPPING FEE CU. YD.	CARTING FEE CU. YD.	TOTAL FEE PER CU. YD.
PRICE	+ PRICE	=

16 -LOCATION: **OPS SUPPORT**  
950 SYLVAN AVENUE  
BAYPORT, NY 11705

QUANTITY: ONE(1) STEEL, WATERTIGHT COVERED  
CONTAINER, 4 CUBIC YARD CAPACITY.  
EMPTIED ONCE WEEKLY.

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Rev. 1/13/05

**Insurance**

- a. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all if its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:
  - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand (\$100,000.00) for property damage per occurrence.
  - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department

Rev. 1/13/05

at its address set forth in the paragraph entitled "Notices and Contact Persons" or at such other address of which the County shall have given the Contractor notice in writing.

- e. In the event Contractor shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the County and Contractor.
- f. If the Contractor is a town or other municipal corporation and has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS  
PURCHASING OFFICE

SPECIAL INSTRUCTIONS TO BIDDERS - APPLY ONLY AS INDICATED  
BY CHECKMARK

All quotations are subject to the following Special Instructions to Bidders, if referenced in the bid specifications. Upon acceptance of this bid by the County, those Special Instructions which are referenced in the bid shall apply to all orders issued as a result of such acceptance.

☒ A. BIDS

1. Terms of this bid are to remain in effect for 90 days after date of bid opening unless specifically changed to another term by the Bidder under Item 3 on Page 1.
2. Successful Bidder will be required to supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with each unit, where applicable.

B. SPECIFICATIONS

3. Appropriate manufacturer's and distributor's certificates must be completed and submitted with the bid. Failure to do so may render the bid informal.
4. Wherever specifications are referenced or supplied, it is intended that they be the latest revision in effect at the time of the bid.
5. The Vendor guarantees that all articles of equipment including all parts thereof are new and of first quality throughout and comply in all respects with or are fully equal to the standards called for in the bid. The vendor further guarantees all equipment, and all parts thereof against all or any defects of workmanship, construction, and materials, and guarantees to repair or replace without cost to the County any article that has become defective and not proven to have been caused by negligence on the part of the user, within one (1) year from the date of acceptance. Should this clause become operative and the vendor be required to repair or replace any equipment or any part so guaranteed, a new guarantee period of one (1) year shall become effective for those items so repaired or replaced dating from the time of their acceptance.

In the event of failure on the part of the vendor to replace or put in first class condition any such articles within 30 days from date of notice, the County may have the work done by others and charge the cost to money due, or that may become due to the vendor. If there is no money due to the vendor, the vendor agrees to pay the County such costs.

6. Quarterly sales reports on annual supplies contracts are to be submitted by the successful bidder no later than the 15th of the month following each quarter. Political subdivisions are to be listed separately from County Agencies. Each report shall indicate name and address of vendor, contract number, period covered by report, total dollar volume of period, and year to date dollars. Failure to submit quarterly reports may result in disqualification of vendor for future contracts.

C. PRICING

7. Each bidder shall submit with his bid one copy of the manufacturer's latest trade catalog and price list showing all items of the general nature and manufacture as indicated in his bid for each class. The Chief Purchasing Agent reserves the right to purchase any item listed therein and the discount quoted in the bid shall apply to the list price of any of such items which may be purchased during the period of this contract. Bidder is to cross out any printed matter and/or prices which do not apply on this contract. Any references to "Prices subject to change without notice" will have no value on this contract.

All deletions in the price list must be initialed by the person submitting the bid. The successful bidder is to furnish on request three (3) additional copies of the catalog and price list. Failure to submit a catalog and price list with bid may result in rejection of bid.

8. A request to substitute a new price during the period of the contract will be considered only if submitted to the Chief Purchasing Agent in writing. The Chief Purchasing Agent may, after consideration, accept the new price as a basis for modification of the contract. However, if the Chief Purchasing Agent does not consider the new price fair, reasonable, and in the County's interest, the contract may be cancelled after 30 days written notice during which time the contractor agrees to fill all outstanding orders placed prior to cancellation.

9. When a discount is requested for items other than specified, such discount must be compatible with all other items in the same class.

10. Prices are to remain firm fixed for each one (1) year period of the contract.

D. CONTRACTS UNLESS OTHERWISE SPECIFICALLY STATED

11. The period of this contract is for one year from date of award and may be extended for 4 additional one (1) year periods at the option of the County.

12. If any quantities are indicated, they are merely estimates based on experience. The County will neither be compelled to order any quantities of any item NOR will be limited by the quantity indicated for any item, but the quantity to be ordered will be such as may actually be required.

13. The County reserves the right to purchase from other sources any style, type, or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing installation. The decision of the Chief Purchasing Agent to purchase such items from other sources shall be final.

14. The bidder agrees that by submitting a successful bid, any political subdivision of New York State will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; provided, however, that any political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as a participant of the contract.

15. The bidder agrees in submitting a bid that qualified not-for-profit contract agencies of Suffolk County can participate in this contract, at the contractor's option, per terms and conditions listed. These contract agencies will be wholly responsible for any debts incurred by them as participants in this contract.

16. The County expressly reserves the right to terminate any resulting contract at any time for cause and in the Chief Purchasing Agent's sole discretion on thirty (30) days written notice to the contractor.

17. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and formally approved by the Chief Purchasing Agent.

E. DELIVERY

18. All deliveries shall be made to a point or points as may be designated on specific orders.

19. Delivery must be made as ordered and in accordance with the terms of the contract.

20. The Chief Purchasing Agent reserves the right to disqualify any bidder, if in his sole judgment such bidder does not have the capacity for/or facilities to assure such prompt delivery as specified and as is required in the best interest of the County.

REQ. # 6/4/10

B.O.D. LPW10/29141

**Suffolk County Form 22**  
**Contractor's/Vendor's Public Disclosure Statement**

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name \_\_\_\_\_  
Address \_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_
2. Contracting Department's Name \_\_\_\_\_  
Address \_\_\_\_\_
3. Payee Identification or Social Security No. \_\_\_\_\_
4. Type of Business \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Sole Proprietorship \_\_\_ Other \_\_\_\_\_
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? \_\_\_ Yes \_\_\_ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? \_\_\_ Yes \_\_\_ No.
6. Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? \_\_\_ Yes \_\_\_ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) \_\_\_\_\_
11. **Remedies:** The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification:** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Name of Contractor/Vendor: \_\_\_\_\_

**UNIFORM CERTIFICATE OF ACKNOWLEDGMENT**  
(Within New York State)

STATE OF NEW YORK     )  
COUNTY OF               ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT  
(Without New York State)

STATE OF

)

COUNTY OF

)

ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned,  
personally appeared \_\_\_\_\_ personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the  
individual(s), or the person upon behalf of which the individual(s) acted, executed the  
instrument, and that such individual(s) made such appearance before the undersigned in

\_\_\_\_\_  
(Insert the city or other political subdivision and the state or country or other place the  
acknowledgement was taken)

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)

SCEX-22 (rev 1/09)

### Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the opening;

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name of Signor: \_\_\_\_\_

Title of Signor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_



## Local Business Certification Form

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The undersigned, a principal or corporate office of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids" and Local Law No. 10-1997; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located with Nassau County or sells the contracted-for supplies, material or equipment manufactured and located within Suffolk County or located within Nassau County; and

The undersigned claims qualification in the event that the Contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

DATE:

---

SIGNATURE:

---

PRINTED NAME OF SIGNOR:

---

TITLE OF SIGNOR:

---

NAME OF FIRM:

---

BID NUMBER:

---

**SUFFOLK COUNTY DEPARTMENT OF LABOR**  
**NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW**  
**(8 U.S.C. SECTION 1324A)**  
**WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**  
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: \_\_\_\_\_

1) ADDRESS: \_\_\_\_\_

2) NOT-FOR-PROFIT: YES \_\_\_\_\_ NO \_\_\_\_\_ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)

3) VENDOR #: \_\_\_\_\_ (If known) 4) \*\*CONTRACT ID: \_\_\_\_\_ (If known)

5) CONTACT: \_\_\_\_\_ 6) TELEPHONE #: \_\_\_\_\_

7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): \_\_\_\_\_

8) AMOUNT OF CONTRACT OR EXTENSION: \_\_\_\_\_

9) BRIEF DESCRIPTION OF PROJECT OR SERVICE \_\_\_\_\_

SUBCONTRACTOR: \_\_\_\_\_

1) ADDRESS: \_\_\_\_\_

2) VENDOR#: \_\_\_\_\_ 3) TELEPHONE #: \_\_\_\_\_

4) CONTACT: \_\_\_\_\_

5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: \_\_\_\_\_

**EVIDENCE OF COMPLIANCE:**

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and  
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE  
WITH THE REQUIREMENTS OF  
8 U.S.C. SECTION 1324a  
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York )

County of \_\_\_\_\_ ) ss:

\_\_\_\_\_, being duly sworn, deposed and says:  
(Print Name of Deponent)

1. I am owner/authorized representative of \_\_\_\_\_  
(Circle one) (Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

\_\_\_\_\_  
(Signature of Deponent)

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

LHE-2  
(01/07)

**SUFFOLK COUNTY DEPARTMENT OF LABOR - LIVING WAGE UNIT**

**NOTICE OF APPLICATION FOR COUNTY COMPENSATION (Contract)**  
Living Wage Law, Suffolk County Code, Chapter 347 (2001)

**To Be Completed By Applicant/ Employer/Contractor**

- 1) NAME: \_\_\_\_\_
- 2) VENDOR #: \_\_\_\_\_  
(If known)
- 3) CONTRACT ID #: \_\_\_\_\_  
(If known)
- 4) CONTACT: \_\_\_\_\_
- 5) TELEPHONE #: \_\_\_\_\_  
(If known)
- 6) ADDRESS: \_\_\_\_\_  
\_\_\_\_\_
- 7) TERM OF CONTRACT (DATES): \_\_\_\_\_
- 8) PROJECT NAME: ( IF DIFFERENT FROM #1) \_\_\_\_\_
- 9) AMOUNT: \_\_\_\_\_
- 10) AWARDED AGENCY: \_\_\_\_\_
- 11) BRIEF DESCRIPTION OF PROJECT OR SERVICE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 12) **PROJECTED EMPLOYMENT NEEDS:** (attach a statement listing, by job classification, the total workforce dedicated to performing this contract or service, including calculation of estimated net increase or decrease in jobs as a result of funding).
- 13) **PROJECTED WAGE LEVELS:** (attach a statement listing projected wage levels, compensated days off and medical benefits for total workforce dedicated to fulfilling the terms of this contract, broken down annually for each year of the term of the contract).

**SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT**  
**LIVING WAGE CERTIFICATION/DECLARATION – SUBJECT TO AUDIT**

If either of the following definitions of 'compensation' (*Living Wage* Law Chapter 347 – 2) applies to the contractor's/recipient's business or transaction with Suffolk County, the contractor/recipient must complete Sections 1, 3, 4 below; and Form LW-1 (Notice of Application for County Compensation). If the following definitions do not apply, the contractor/recipient must complete Sections 2, 3 and 4 below. Completed forms must be submitted to the awarding agency.

"Any grant, loan, tax incentive or abatement, bond financing subsidy or other form of compensation of more than \$50,000 which is realized by or provided to an employer of at least ten (10) employees by or through the authority or approval of the County of Suffolk," or  
"Any service contract or subcontract let to a contractor with ten (10) or more employees by the County of Suffolk for the furnishing of services to or for the County of Suffolk (except contracts where services are incidental to the delivery of products, equipment or commodities) which involve an expenditure equal to or greater than \$10,000. For the purposes of this definition, the amount of expenditure for more than one contract for the same service shall be aggregated. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not 'compensation' for the purposes of this definition."

**Section I**

☐

The *Living Wage* Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 12-2001, the Suffolk County *Living Wage* Law (the Law) and, as such, will provide to all full, part-time or temporary employed persons who perform work or render services on or for a project, matter, contract or subcontract where this company has received compensation, from the County of Suffolk as defined in the Law (compensation) a wage rate of no less than \$10.83 (\$9.25 for child care providers) per hour worked with health benefits, as described in the Law, or otherwise \$12.33 (\$10.50 for child care providers) per hour or the rates as may be adjusted annually in accordance with the Law. (Chapter 347-3 B)

Check if  
applicable

I/we further agree that any tenant or leaseholder of this company that employs at least ten (10) persons and occupies property or uses equipment or property that is improved or developed as a result of compensation or any contractor or subcontractor of this company that employs at least ten (10) persons in producing or providing goods or services to this company that are used in the project or matter for which this company has received compensation shall comply with all the provisions of the Law, including those specified above. (Chapter 347-2)

I/we further agree to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with regulations under this Chapter of the Suffolk County Code, investigating employee complaints of noncompliance and evaluating the operation and effects of this Chapter, including the production for inspection & copying of payroll records for any or all employees for the term of the contract or for five (5) years, whichever period of compliance is longer. All payroll and benefit records required by the County will be maintained for inspection for a similar period of time. (Chapter 347-7 D)

The County Department of Labor shall review the records of any Covered Employer at least once every three years to verify compliance with the provisions of the Law. (Chapter 347-4 C)

**Section II**

☐

The *Living Wage* Law does not apply to this contract for the following reason(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check if  
applicable

**Section III**

Contractor Name: \_\_\_\_\_

Federal Employer ID#: \_\_\_\_\_

Contractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of compensation: \_\_\_\_\_

Vendor #: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_

Description of project or service: \_\_\_\_\_  
\_\_\_\_\_

**Section IV**

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification, and that the above is true and correct.

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name and Title of Authorized Representative \_\_\_\_\_

David A. Paterson, Governor



Colleen C. Gardner, Commissioner

Suffolk County Purchasing-DPW

John MacDonald, Purchasing Technician  
360 Yaphank Ave  
Yaphank NY 11980

Schedule Year 2009 through 2010

Date Requested 05/07/2010

PRC# 2010004050

Location Various Suffolk County Locatio  
Project ID# LPW10/29141  
Project Type ARC-Solid Waste Removal - Raw Sewage Screenings

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2009 through June 2010. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

### **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

### **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract **MUST** obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule **MUST** be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

### **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is **REQUIRED** to provide complete copies to all prime contractors who in turn **MUST**, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

### **Payrolls and Payroll Records**

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8, Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.



## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 and Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b)).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c)).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



David A. Paterson, Governor

Colleen C. Gardner, Commissioner

Suffolk County Purchasing-DPW

John MacDonald, Purchasing Technician  
360 Yaphank Ave  
Yaphank NY 11980

Schedule Year 2009 through 2010  
Date Requested 05/07/2010  
PRC# 2010004050

Location Various Suffolk County Locatio  
Project ID# LPW10/29141  
Project Type ARC-Solid Waste Removal - Raw Sewage Screenings

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concerns with regard to inclusion of this information on payrolls if another identifier will suffice.

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

---

**1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

**2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

**3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations**  
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

# NEW LEGISLATION

*Effective February 24, 2008*

## **WORKER NOTIFICATION – A9052 – S6240**

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.state.ny.us](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

NEW YORK STATE DEPARTMENT OF LABOR  
BUREAU OF PUBLIC WORK  
State Office Building Campus • Building 12 • Room 130  
Albany, New York 12240

# THIS IS A **PUBLIC WORK PROJECT**

Any worker, laborer, or mechanic employed on this project is entitled to receive the ***prevailing wage and supplements*** rate for the classification at which he/she is working.

*Chapter 629  
of the  
Labor Laws  
of 2007*

**These wages are set by law and  
must be posted at the work site.**

**They can also be found at**

**[www.labor.state.ny.us](http://www.labor.state.ny.us)**

If you feel that you have not received proper wages or benefits, please call our nearest office. \*

Albany	(518) 457-2744	Newburgh	(845) 568-5398
Binghamton	(607) 721-8005	Patchogue	(631) 687-4886
Buffalo	(716) 847-7159	Rochester	(585) 258-4505
Garden City	(516) 228-3915	Syracuse	(315) 428-4056
New York City	(212) 775-3568	Utica	(315) 793-2314
		White Plains	(914) 997-9507

\* For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, **[www.comptroller.nyc.gov](http://www.comptroller.nyc.gov)** - click on Bureau of Labor Law.

Contractor Name:

---

Project Location:

---

STATE OF NEW YORK  
David A. Paterson, Governor



DEPARTMENT OF LABOR  
Colleen C. Gardner, Commissioner



# **NEW LEGISLATION**

*Effective July 18, 2008*

## **OSHA 10-hour Construction Safety and Health Course – S1537-A**

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE:** The OSHA 10 Legislation does not apply to projects advertised for bid prior to July 18, 2008 AND only applies to workers on a public work project that are required under Article 8 to receive the prevailing wage.*

Rules and regulations will be promulgated and posted on the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us) when finalized.

## **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingletin@keene.edu](mailto:lsingletin@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

## Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- copies of bona fide course completion card;
- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- other valid proof

**\*\*A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed.**

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form PW30R**

#### **"Employer Registration for Use of 4 Day / 10 Hour Work Schedule"**

### **To use the '4 Day / 10 Hour Work Schedule':**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

**AND**

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

### ***REMEMBER...***

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

(**Please note** : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

## **Instructions for Completing Form PW30R**

### **“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”**

#### ***Before completing Form PW30R check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

#### **Instructions (Type or Print legibly):**

##### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

##### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

##### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

##### Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg. 12 – Rm. 130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



**New York State Department of Labor**  
**Bureau of Public Work**  
W. Averell Harriman State Office Campus  
Building 12 - Room 130  
Albany, New York 12240  
Phone - (518) 457-5589 Fax - (518) 485-1870

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

*Before completing Form PW30R check to be sure ...*

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### Please Type or Print the Requested Information

*When completed ...*

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm. 130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

Prime Contractor Name: \_\_\_\_\_

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)

### Requestor Information

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date : \_\_\_\_\_

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>



## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia, Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.state.ny.us](http://www.labor.state.ny.us)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4883	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Suffolk County General Construction**

**Asbestos Worker**

**05/01/2010**

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per hour:	07/01/2009-	12/01/2009-
	11/30/2009	11/30/2010
Asbestos Worker		+Additional
Removal & Abatement Only*	\$32.95	\$3.00**

NOTE: \*On Mechanical Systems that are NOT to be SCRAPPED.

\*\*Increase to be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Asbestos Worker	
Removal & Abatement Only	\$9.15

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Easter Paid at Time and One-half IF worked

**REGISTERED APPRENTICES**

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

Supplemental Benefits :

(per Hour worked)

Apprentice	
Removal & Abatement Only	\$9.15

9-12a - Removal Only

**Boilermaker**

**05/01/2010**

**JOB DESCRIPTION** Boilermaker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2009
Boilermaker	\$ 45.89

Repairs & Renovation	45.89
----------------------	-------

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009
BoilerMaker	48% of Hourly Wage Paid + \$ 8.07

Repairs & Renovation\*

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

\*Same as Boilermaker (Includes replacement of parts and repairs & renovation of an existing unit).

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE  
NOTE: \*Employee must work in pay week to receive Holiday Pay.

\*\*Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

\*\*\*Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

07/01/2009

Boilermaker  
Apprentice(s) 48% of Hourly  
Wage Paid +  
\$ 8.07

Repairs & Renovation\*  
Apprentice(s) \$48% of Hourly  
Wage Paid +  
\$ 8.07

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

\*Includes replacement of parts and repairs & renovation of an existing unit.

4-5

**Carpenter**

05/01/2010

**JOB DESCRIPTION** Carpenter

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, SlateHill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour:	07/01/2009	10/17/2009
		Additional
Core Drilling:		
Driller	\$ 33.25	\$ 2.21*
Assistant Driller	27.22	1.94*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

\* May be allocated between wages and benefits.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Driller	\$ 15.31
Assistant	15.31

# **OVERTIME PAY**

OVERTIME: See (B,E,K\*,P,R\*\*) on OVERTIME PAGE.

# **HOLIDAY**

HOLIDAY:

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: \* See (5,6) on HOLIDAY PAGE.

\*\* See (8,10,11,13) on HOLIDAY PAGE.

Assistant: One (1) year increments at the following percentage of Assistant wages. This is not an apprenticeship for Driller.

1st Year	2nd Year	3rd Year	4th Year
70%	80%	90%	100%

9-1536-CoreDriller

## **Carpenter**

05/01/2010

**JOB DESCRIPTION** Carpenter

**DISTRICT 9**

## **ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

## **WAGES**

Per Hour:	07/01/2009	07/01/2010 Additional
-----------	------------	--------------------------

Timberman	\$ 40.50	\$ 3.53*
-----------	----------	----------

## **SUPPLEMENTAL BENEFITS**

Per hour paid:

Timberman	\$ 40.62
-----------	----------

\*May be allocated between wages and benefits.

## **OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

## **HOLIDAY**

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

## **REGISTERED APPRENTICES**

Wages per hour is Percentage of Journeymans Wage.

( 1 ) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices	\$ 25.14
-------------	----------

9-1536

## **Carpenter**

05/01/2010

**JOB DESCRIPTION** Carpenter

**DISTRICT 9**

## **ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

## **WAGES**

Per hour:	07/01/2009	07/01/2010 Additional
-----------	------------	--------------------------

Building

Millwright \$ 44.24 \$ 3.62\*

\*May be allocated between wages and benefits

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Millwright \$ 44.75

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per hour is Percentage of Journeymans wage

(1) year terms:

1st.	2nd.	3rd.	4th.
55%	65%	75%	95%

Supplemental benefits per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$28.19	\$31.29	\$35.51	\$40.62

9-740.1

**Carpenter**

05/01/2010

**JOB DESCRIPTION** Carpenter

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2009

Marine Construction:

Marine Diver	\$ 56.32
M.D.Tender	40.17

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 40.86

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18,19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,10,11,13,16,18,19)

Overtime: See (5,6,10,11,13,16,18,19) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wager per hour is Percentage of Journeymans Wage

(1) year terms:

1st	2nd	3rd	4th
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456MC

**Carpenter**

**05/01/2010**

**JOB DESCRIPTION** Carpenter

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2009

Carpet/Resilient  
Floor Coverer \$ 44.02

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Floor Coverer \$ 38.58

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wage per hour is Percentage of Journeymans Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2287

**Carpenter**

**05/01/2010**

**JOB DESCRIPTION** Carpenter

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2009 07/01/2010  
Additional

Piledriver \$ 44.61 \$ 3.72\*  
Dockbuilder 44.61 3.72\*

**SUPPLEMENTAL BENEFITS**

Per hour paid:



Journeyman \$ 40.86

\* May be allocated between wages and benefits.

**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18,19)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

Wages per houris Percentage of Journeymans Wage

(1)year terms:

1st.	2nd.	3rd.	4th.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 26.97

9-1456

**Carpenter - Building / Heavy&Highway**

**05/01/2010**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

07/01/2009

Building Carpenter \$ 37.21

Heavy Highway Carpenter \$ 37.21

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2009

Both Carpenter

Categories

\$ 30.29

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23, 24, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms at the following percentage of Journeymans Wage

1st	2nd	3rd	4th
40%	55%	65%	75%

Supplemental Benefits

Per Hour: 07/01/2009

All Apprentice Terms \$ 17.38

4-Reg.Council Nass/Suff

**Electrician**

**05/01/2010**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2009

Tree Trimmer/  
Line Clearance Specialist \$ 26.46

NOTE: This Rate For Line Clearance Only.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Tree Trimmer/  
Line Clearance Specialist 20.5% of Hourly  
Wage Paid +  
\$ 5.48

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**

See (B, E, P) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

NOTE: Time and One Half the Hourly Rate plus Holiday Pay if Worked

4-1049/Tree

**Electrician**

**05/01/2010**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2009- 06/01/2010  
05/31/2010

Telephone &  
Intergrated Tele- \$ 33.31 \$ 34.22  
Data Sytems  
Electrician

**"PLEASE NOTE"**

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009- 06/01/2010  
05/31/2010

Electrician 15.5% of Hourly 15.5% of Hourly  
Wage Paid + Wage Paid +  
\$ 14.89 \$ 15.44

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

4-25tela

**Electrician**

**05/01/2010**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

# **ENTIRE COUNTIES**

Nassau, Suffolk

## **WAGES**

Per Hour:	07/01/2009- 05/31/2010	06/01/2010
Electrician		
Electrical Maintenance	\$ 36.70	\$ 37.70

### **"PLEASE NOTE"**

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for add-ons.

### **\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

## **SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician	12% of Hourly Wage Paid + \$ 14.40	12% of Hourly Wage Paid + \$ 14.94
-------------	--	--

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

## **OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

## **REGISTERED APPRENTICES**

One(1) Year Term(s) at the following Percentage  
 of Journeyman(s) Wage:

1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
40%	50%	60%	70%	80%

Supplemental Benefits per hour

Apprentice(s)	12% of Hourly Wage Paid + \$ 12.46	12% of Hourly Wage Paid + \$ 12.65
---------------	--	--

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25m

## **Electrician**

05/01/2010

**JOB DESCRIPTION** Electrician

**DISTRICT** 4

## **ENTIRE COUNTIES**

Nassau, Suffolk

## **WAGES**

Per Hour:	07/01/2009
Electrician/Wireman	\$ 45.75
HVAC Controls	45.75
Fire Alarms	45.75
(low volt included)	

**PUMP & TANK WORK**

Electrician/Wireman \$ 35.20

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Electrician/Wireman 16.0% of Hourly  
(all categories) Wage Paid +  
\$ 22.69

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Percentage of Journeyman(s) Wage

1st	2nd	3rd	4th	5th	6th
35%	40%	45%	50%	60%	70%

Supplemental Benefits per hour

Apprentice(s)

1st Term	3% of Hourly Wage Paid + \$ 4.54
2nd Term	3% of Hourly Wage Paid + \$ 6.79
3rd Term	16.0% of Hourly Wage Paid + \$ 10.21
4th Term	16.0% of Hourly Wage Paid + \$ 11.35
5th Term	16.0% of Hourly Wage Paid + \$ 13.61
6th Term	16.0% of Hourly Wage Paid + \$ 15.88

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

4-25

**Electrician Lineman**

05/01/2010

**JOB DESCRIPTION** Electrician Lineman

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

For Utility Distribution & Transmission Line Construction

Per Hour: 07/01/2009- 04/04/2010  
04/03/2010

Lineman/Splicer	\$ 43.35	\$ 45.52
Marerial Man	37.71	39.60
Heavy Equip. Operator	34.68	36.42
Groundman	26.01	27.31
Flagman	19.51	20.48

Undergrond Natural Gasline Mechanic (2" or Less)

07/01/2009- 06/01/2010  
 05/31/2010

Journeyman U.G.Mech.	\$ 35.77	\$ 37.92
----------------------	----------	----------

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Utility Distribution & Transmission Line Construction

07/01/2009- 04/04/2010  
 04/03/2010

All Classifications	24.5% of Hourly Wage Paid + \$ 6.95	25% of Hourly Wage Paid + \$ 7.19
---------------------	---	---

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Underground Natural Gas Mechanic

07/01/2009- 06/01/2010  
 05/31/2010

Journeyman U.G.Mech.	\$ 16.57	\$ 17.97
----------------------	----------	----------

**OVERTIME PAY**

See (B, Q) on OVERTIME PAGE

See (B,G,P) for Natural Gas Mechanic

**HOLIDAY**

Paid: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hour Periods at the following Percentage of Journeyman's Wage.

1st. 2nd. 3rd. 4th. 5th. 6th. 7th.  
 60% 65% 70% 75% 80% 85% 90%

4-1049 Line/Gas

**Elevator Constructor**

05/01/2010

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

# **WAGES**

Per hour:	07/01/2009- 03/16/2010	03/17/2010
Elevator Constructor	\$ 49.78	\$ 51.47
Elevator Modernization & Service/Repair	\$ 39.65	\$ 40.93

# **SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2009- 03/16/2010	03/17/2010
Elevator Constructor	\$ 25.12	\$ 26.44
Modernization & Service/Repair	\$ 24.56	\$ 25.86

# **OVERTIME PAY**

Constructor. See ( C, O ) on OVERTIME PAGE.

Modern./Service See ( B, H ) on OVERTIME PAGE.

# **HOLIDAY**

Paid: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

# **REGISTERED APPRENTICES**

WAGES: Per Hour	07/01/2009- 03/16/2010	03/17/2010
-----------------	---------------------------	------------

One (1) year terms at the following Percentage  
of Elevator Constructor Hourly Rate

1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%

Modernization &  
Service/Repair:

1st Term	50%	50%
2nd Term	55%	55%
3rd Term	65%	65%
4th Term	75%	75%

Supplemental Benefits per hour paid:

Elevator Constructor:

1st Term	\$ 20.04	\$ 21.55
2nd Term	\$ 20.96	\$ 22.14
3rd Term	\$ 21.88	\$ 23.85
4th Term	\$ 22.70	\$ 24.05

Modernization &  
Service/Repair:

1st Term	\$ 20.32	\$ 21.48
2nd Term	\$ 20.66	\$ 21.82
3rd Term	\$ 21.53	\$ 22.72
4th Term	\$ 22.39	\$ 23.61

**Glazier**

**05/01/2010**

**JOB DESCRIPTION** Glazier

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per hour:	07/01/2009- 04/30/2010	05/01/2010
Glazier	\$ 46.60	Additional \$ 3.45/hour*
Scaffolding	\$ 47.60	Additional \$ 3.45/hour*
Repair & Maintenance:		
Glazier	\$ 25.85	Additional \$ 1.00/hour*

\*Increase to be allocated at a later date

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman....	\$ 24.69
Glazier	
Repair & Maintenance**:	\$ 14.04

**OVERTIME PAY**

OVERTIME: See (C\*,D\*O) on OVERTIME PAGE.

\* Denotes if an optional 8th hour is required same will be at the regular rate of pay. If 9th hour is worked then both hours or more ( 8th and 9th or more ) will be at the double time rate of pay.

\*\* For Repair & Maintenance see ( B,F, P) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates.

1st term...	\$ 15.65	40% of Journeymans wage
2nd term...	\$ 23.33	50% "" "" ""
3rd term...	\$ 28.85	60% "" "" ""
4th term...	\$ 37.29	80% "" "" ""

Supplemental Benefits:  
(Per hour worked)

1st term....	\$ 11.42
2nd term....	\$ 16.63
3rd term....	\$ 18.24
4th term....	\$ 21.47

**Insulator - Heat & Frost**

**05/01/2010**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per hour: 07/01/2009- 01/06/2010  
01/05/2010

Heat, Frost & Asbestos additional

Insulator(s) \$ 54.51 \$ 2.00/hr

**SHIFT WORK:**

2nd Shift: Same wage and regular rate

3rd Shift: 14% premium on wage and benefits

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009- 01/06/2010  
01/05/2010

Insulator(s) \$ 24.11 \$ 24.11

**OVERTIME PAY**

See (C, O, V) on OVERTIME PAGE

Wage and benefits for 8th Hour to be paid at time and one half

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:

Apprentice Insulator(s)

1 year terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

Use same % as  
for Wage of  
\$ 24.11

9-12

**Ironworker**

**05/01/2010**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Wages: (Per Hour)

07/01/2009



Structural.....	\$ 41.05
Riggers.....	\$ 41.05
Machinery Movers.....	\$ 41.05
Machinery Erectors.....	\$ 41.05

#### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2009

Journeyman..	\$ 52.50
--------------	----------

#### OVERTIME PAY

See (B\*,E\*\*,Q,V) on OVERTIME PAGE.

\* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work) and double time shall be paid for all work thereafter.

\*\* Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 18, 19) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages:  
(Per Hour)

Six (6) month terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th
\$21.82	22.42	23.02	23.02	23.02	23.02

Supplemental Benefits:  
(Per Hour)

07/01/2009

\$ 37.85

9-40/361-Str

#### Ironworker

05/01/2010

**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

#### PARTIAL COUNTIES

Rockland: Southern Section

#### WAGES

Per hour: 07/01/2009

Reinforcing & Metal Lathing...	\$ 49.87
-----------------------------------	----------

#### SUPPLEMENTAL BENEFITS

Per hour paid:  
Journeyman \$ 33.01

#### OVERTIME PAY

See (\*A, E, Q, \*\*V) on OVERTIME PAGE

OVERTIME: See (A\*,E,Q,V\*\*) on OVERTIME PAGE.

\*,\*\* All overtime in excess of ten (10) hours shall be paid at double wage.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

1st	2nd	3rd
\$ 28.55	\$ 33.15	\$ 38.21

Supplemental Benefits per hour paid:

1st	2nd	3rd
\$ 22.56	\$ 24.21	\$ 25.36

9-46Reinf

## Ironworker

05/01/2010

## JOB DESCRIPTION Ironworker

DISTRICT 9

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

## WAGES

Per hour: 07/01/2009

Ornamental	\$ 39.85
Chain Link Fence	\$ 39.85
Guide Rail Installation	\$ 39.85

Shift Work: Minimum duration of 5 days.

Monday thru Friday:

When two or three shifts are employed, each shift shall work 7 hour days and be paid for 10 1/2 hours. Shifts not completing the full 7 hours shall be paid 1 1/2 times the straight-time rate for the hours worked.

Monday thru Friday: (Guardrail & Sign work only)

When two or three shifts are employed, each shift shall work 7 hours and be paid for 9 hours. Shifts not completing the full 7 hours shall be paid at 1 1/2 times the straight rate for hours worked.

Saturday, Sunday, Holidays:

When two or three shifts are employed, each shift shall work 7 hour days and be paid for 15 3/4 hours. Shifts not completing the full 7 hours shall be paid 2 1/4 times the straight-time rate for the hours worked.

## SUPPLEMENTAL BENEFITS

Per hour paid:

07/01/2009

Journeyman: \$ 36.17

## OVERTIME PAY

OVERTIME: See (A\*,D1,E\*\*,Q,V) on OVERTIME PAGE.

\*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

\*\*Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

1st term represents first 1-4 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

APPRENTICES:

1st	2nd	3rd	4th	5th	6th
50%	50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2009

**APPRENTICES:**

1st Term	\$ 28.69
2nd Term	28.69
3rd Term	29.41
4th Term	30.33
5th Term	31.55
6th Term	32.97

9-580-Or

**Ironworker**

05/01/2010

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2009	07/01/2010
Derrickman/Rigger	\$ 52.50	Additional \$1.50*

\*Increase to be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Journeyman	07/01/2009	07/01/2010
	\$ 27.03	\$ 27.03

**OVERTIME PAY**

OVERTIME See (A\*,D1,E\*\*,Q,V) on OVERTIME PAGE.

\*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

\*\*Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 10) on HOLIDAY PAGE

**HOLIDAY:**

Paid:.....See (1) on HOLIDAY PAGE.

Overtime:....See (5\*, 6\*, 8\*\*, 24\*\*\*, 25\*\*) on HOLIDAY PAGE.

\*No work shall be performed on this day, except in cases of emergency. Such work shall be done at double time rate of pay.

\*\*Double time rate of pay.

\*\*\*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**

Wage per hour:

(1/2) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th
50%	50%	70%	80%	90%	90%

Supplemental benefits per hour paid:

Registered Apprentice

1st year	50% of journeyman's rate
All others	75% of journeyman's rate

9-197D/R

**Laborer - Building**

05/01/2010

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2009

Building Laborer \$ 31.85

Asbestos Abatement Worker \$ 31.50  
(Re-Roofing see Roofer)

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Building Laborer \$ 22.51

Asbestos Worker \$ 11.60

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Regular Hours Work Terms (Not Available for Abatement Work)

TERM #1	1 hr to 1000hrs
TERM #2	1001hrs to 2000hrs
TERM #3	2001hrs to 3000hrs
TERM #4	3001hrs to 4000hrs

Wages per hour:

APPRENTICES (Not Allowed on Abatement Work)

TERM #1	\$ 16.00
TERM #2	19.00
TERM #3	21.75
TERM #4	24.50

Supplemental Benefits per hour:

APPRENTICES

TERM #1	\$ 14.59
TERM #2	16.16
TERM #3	16.92
TERM #4	17.77

4-66

**Laborer - Heavy&Highway**

**05/01/2010**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers).

WAGES PER HOUR: 07/01/2009

GROUP # 1	\$ 33.89
GROUP # 2	\$ 32.94
GROUP # 3	\$ 30.05
<b>SUPPLEMENTAL BENEFITS</b>	
Per Hour:	07/01/2009
ALL GROUPS	\$ 24.45
After Forty (40)paid Hours in a work Week	\$ 15.92

**OVERTIME PAY**

See (B, E2, F) on OVERTIME PAGE

NOTE: Premium Pay of 25% of wage for all Straight time hours on all  
New York State D.O.T. and other Government Mandated  
Off-Shift Work

NOTE: Hazardous Material Work add an Additional 10%  
of Hourly Rate

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) Year Terms at the following Percentage of the Journeyman's Wage

1st	2nd
80%	90%

Supplemental Benefits per hour:

APPRENTICES	\$ 24.45
After Forty (40)paid Hours in a work Week	\$ 15.92

4-1298

**Mason**

05/01/2010

**JOB DESCRIPTION** Mason

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour: 07/01/2009

Brick/Blocklayer \$ 48.50

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Brick/Block Layer \$ 22.04

**OVERTIME PAY**

See (A, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(800 hour) Terms at the following Percentage of Journeymans Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 13.11

9-1Brk

**Mason - Building**

**05/01/2010**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2009

Building:

Tile Finisher \$ 37.68

**SUPPLEMENTAL BENEFITS**

Journeyman \$ 21.40

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:

(per hour paid)

( 750 hour ) terms at the following percentages of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental Benefits:

(per hour paid)

(750) hour terms at the following percentages of journeyman's wage:

Apprentices.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	65%	70%	75%	85%	90%	95%

9-7/88-1f

**Mason - Building**

**05/01/2010**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2009

Building:Marble Restoration

Marble, Stone, etc

& Polisher \$ 36.26

Marble, Stone, etc

Finishers \$ 18.94

**SUPPLEMENTAL BENEFITS**

Journeyman: 07/01/2009

Polisher \$ 19.80

Finisher 10.47

**OVERTIME PAY**

See (A, E, Q, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (\*5, 6, 11, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15) on HOLIDAY PAGE

\* Journeymen receive 1/2 days pay for Labor Day. Cleaner, Maintenance and 1ST three terms of Apprentices see ( 5, 6, 11, 15 ) on HOLIDAY PAGE. All others See ( 1 ) on HOLIDAY PAGE.

### REGISTERED APPRENTICES

Wages:  
(per hour worked)

Polisher:

900 hour terms at the following percentage of Journeyman's wage.

Term:	1st	2nd	3rd	4th
Hours:	1- 900	901- 1800	1801- 2700	2701- 3600
	70%	80%	90%	100%

Finisher:

750 hour terms at the following percentage of Journeyman's wage.

Term:	1st	2nd	3rd	4th	5th	6th	7th
Hours:	1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250
	70%	74%	78%	82%	88%	96%	100%

Supplemental Benefits:  
(per hour worked)

Polisher: 07/01/2009  
Term wage % of \$6.50  
plus \$13.30

Finisher: \$ 10.47

9-7/24

<b>Mason - Building</b>	<b>05/01/2010</b>
-------------------------	-------------------

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2009

Building:

Tile Setters \$ 46.83

Shift Work:

12:01am Monday-  
12:00midnight Friday \$ 58.53

12:01am Saturday-  
12:midnight Saturday \$ 70.24

12:01am Sunday-  
12:00midnight Sunday \$ 93.66

**SUPPLEMENTAL BENEFITS**

Journeyman: \$ 24.65

**OVERTIME PAY**

See (A, E, Q, \*V) on OVERTIME PAGE

\*Applicable to Shift Work ONLY

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage per hour:

(750 hr) terms at the following wage rates.

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Wages:	\$22.73	25.18	29.93	32.26	34.72	39.47	41.82	44.10	45.32

Supplemental Benefits per hour paid:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th
Hours:	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750
Supps.	\$12.00	13.03	15.23	16.37	17.38	19.58	20.70	21.90	24.15

9-7/52

### Mason - Building

05/01/2010

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

### WAGES

Building: 07/01/2009

Mosaic & Terrazzo Mechanic \$ 42.14

Mosaic & Terrazzo Finisher \$ 40.65

### SUPPLEMENTAL BENEFITS

Journeyman: \$ 29.26

### OVERTIME PAY

See (A, E, Q, V) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wage per hour:

(750 Hour) terms at the following percentage of the Terrazzo Mechanic's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

Supplemental benefits per hour paid:

(750 hour) terms at the following percentage of Terrazzo Mechanic's benefit.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
50%	55%	65%	70%	75%	85%	90%	95%

9-7/3

### Mason - Building / Heavy&Highway

05/01/2010

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT 9**

### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

### WAGES



NOTE: Shall include but not limited to Precast concrete slabs (London Walks)  
Marble and Granite pavers 2'x 2' or larger.

Per Hour: 07/01/2009  
Stone Setter \$ 55.34  
Stone Tender \$ 36.68

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009  
Stone Setter \$ 23.23  
Stone Tender \$ 15.28

#### OVERTIME PAY

See (\*C, \*\*E, Q) on OVERTIME PAGE

\* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

\*\* The first seven (7) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

#### HOLIDAY

Paid: See (8, 25) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Per Hour: 07/01/2009

Stone Setter(750 hour) terms at the following wage rate per hour:

1st term	2nd term	3rd term	4th term	5th term	6th term
\$27.71	\$32.15	\$36.58	\$41.02	\$45.45	\$49.89

Supplemental Benefits for all terms

07/01/2009  
\$ 14.69

9-1Stn

#### Mason - Building / Heavy&Highway

05/01/2010

**JOB DESCRIPTION** Mason - Building / Heavy&Highway

**DISTRICT** 9

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

#### WAGES

Per hour: 07/01/2009

Marble-Finisher \$ 41.30

#### SUPPLEMENTAL BENEFITS

Journeyman \$ 24.33

#### OVERTIME PAY

See (C, O, V) on OVERTIME PAGE

#### HOLIDAY

Paid: See (\*2) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

\* 1/2 Day for Labor Day.

#### REGISTERED APPRENTICES

Wages:

750 hour terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-
750	1500	2250	3000	3750	4500	5250	6000

50%      55%      65%      70%      75%      85%      90%      95%

Supplemental Benefits:      07/01/2009

1st-6th terms      \$14.50 + term  
wage % of \$9.83

7th and 8th terms      \$24.33

9-7/20-MR

**Mason - Heavy&Highway**

**05/01/2010**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour:      07/01/2009

(MASON)

Pointer, Cleaner &

Caulkers      \$ 41.19

**SUPPLEMENTAL BENEFITS**

Pointer, Cleaners &      \$ 21.32  
Caulkers

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**

Paid:      See (1) on HOLIDAY PAGE

Overtime:      See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:

(Per hour)

One (1) year terms at the following wage rates.

	1st	2nd	3rd	4th
07/01/2009	\$ 22.16	\$ 25.41	\$ 30.14	\$ 36.57

Apprentices Supplemental Benefits:  
(per hour paid)

	1st	2nd	3rd	4th
07/01/2009	\$ 3.15	\$ 7.21	\$ 10.21	\$ 10.21

9-1PCC

**Mason - Heavy&Highway**

**05/01/2010**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour:      07/01/2009

Cement Mason      \$ 47.50

**SUPPLEMENTAL BENEFITS**

Per Hour:      07/01/2009

Cement Mason      \$ 26.61

**OVERTIME PAY**

See (D, O, V) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

( 1 ) year terms at the following Percentage of Journeymans Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

Apprentices:

1st term	\$ 17.25
2nd term	19.13
3rd term	20.99

9-780

## Operating Engineer - Building

05/01/2010

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

### BUILDING CATEGORIES:

#### CLASS "AA "CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

#### CLASS "A":

Asphalt Spreader, Backhoe Crawler, Boiler, Boring Machine, Cherry Picker (over 50 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine (10 yds. or more), Milling Machine, Power Winch - Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Shovel, Sideboom Tractor, Stone Spreader (self-propelled), Tank Work, Tower Crane Engineer.

#### CLASS "B":

Backhoe, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 50 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist (2 Drum), Loading Machine & Front Loader, Mulch Machine (Machine Fed), Power Winches (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall, Scaper, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

#### CLASS "C":

Curb Machine, Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps (all), Roller (dirt), Ridge Cutter, Vac-All, Shotblaster, Striping Machine, Interior Hoist, Concrete Finish Machine, Concrete Spreader, Conveyer, Curing Machine, Hoist (one drum).

#### CLASS "D":

Concrete Breaker, Concrete Saw/Cutter, Fork Life or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump (double action diaphragm).

#### CLASS "E":

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump (gypsum), Pump (single action diaphragm), Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Vibrator, Deckhand on Workboat.

07/01/2009

Class "AA" \$ 55.50

Cranes: Boom length over 100 feet add \$ 1.00 per hour

" " " 150 " " \$ 1.50 " "

" " " 250 " " \$ 2.00 " "

" " " 350 " " \$ 3.00 " "

Class "A" \$ 46.04\*

\*Add \$3.50 for Hazardous Waste Work

Class "B" \$ 43.65\*

\*Add \$2.50 for Hazardous Waste Work

Class "C"	\$ 42.06*
*Add \$1.50 for Hazardous Waste Work	
Class "D"	\$ 38.85
Class "E"	\$ 37.24

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

ALL CLASSES \$ 28.19

NOTE: Overtime Rate \$ 22.85

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

"NOTE": Employee must be employed day before and day after a holiday to receive holiday pay.

#### REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

07/01/2009

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

APPRENTICES	\$ 15.89
Note: OVERTIME AMOUNT	5.85

4-138

#### Operating Engineer - Building / Heavy&Highway

05/01/2010

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Per Hour: 07/01/2009

Well Driller	\$ 30.51
Well Driller Helper	\$ 26.83

Hazardous Waste Differential  
Added to Hourly Wage:

Level A	\$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work  
Add to Hourly Wage:

Level A	\$ 3.00
Level B	2.00

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Well Driller \$ 10% of straight  
Well Driller Helper time rate plus \$ 9.95

(NOTE) Additional \$3.00 for  
Premium Time

**OVERTIME PAY**

See (B, E, G, P) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

4-138well

**Operating Engineer - Heavy&Highway**

05/01/2010

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2009

Heavy Highway/Building

Party Chief \$ 52.90

Instrument Man 39.64

Rodman 34.84

Steel Erection

Party Chief \$ 53.26

Instrument Man 41.77

Rodman 28.43

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Heavy Highway/Building \$ 24.20

Steel Erection \$ 24.20

**OVERTIME PAY**

See (B, \*E, Q) on OVERTIME PAGE

\* Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

**Operating Engineer - Heavy&Highway**

05/01/2010

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler, Boiler Cherrypicker (over 50 tons), Concrete Pump, Grader, Gradall, Hoist Loading Machine 10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Shovel, Sideboom Tractor, Stone Spreader (self propelled), Tank Work, Track Alignment Machine.

**CLASS "B":**

Backhoe, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 50 tons), Conveyor-Multi, Dinky Locomotive, Fork Lift, Hoist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Winches (all others not included in CLASS A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall, Scaper, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

**CLASS "C":**

Curb Machine, Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi-Mixer, Pumps, Roller (Dirt), Vac-All, Welding/Burning, Compressor (Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (One Drum), Ridge Cutter, Striping Machine, Welding Machine (Structural Steel & Pile Work).

**CLASS "D":**

Compressor (Pile, Crane, Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind, Power Operated), Generator (Pile Work), Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump (Single Action-1 to 3 Inches/Gypsum/Double Action Diaphragm), Hand Trenching Machine, Welding Machine.

**CLASS "E":**

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump (Centrifugal up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Track Tamper, Tractor, Vibrator, Deckhand on Work Boat.

07/01/2009

Class "AA"	\$ 54.85
Cranes: Boom Length over 100 feet add \$ 1.00 per hour	
" " " 150 " " \$ 1.50 " "	
" " " 250 " " \$ 2.00 " "	
" " " 350 " " \$ 3.00 " "	

Class "A"	\$ 48.47*
*Add \$3.50 for Hazardous Waste Work.	

Class "B"	\$ 45.24*
*Add \$2.50 for Hazardous Waste Work.	

Class "C"	\$ 43.61*
*Add \$1.50 for Hazardous Waste Work	

Class "D"	\$ 40.33
-----------	----------

Class "E"	\$ 38.71
-----------	----------

"NOTE": PREMIUM PAY of 25% on straight time hours for NEW YORK STATE-  
D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009
-----------	------------

ALL CLASSES	\$ 28.44
Note: OVERTIME AMOUNT	\$ 22.85

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 9, 15) on HOLIDAY PAGE

"NOTE": Employee must be employed day before and day after a  
holiday to receive holiday pay.

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

APPRENTICES \$ 15.89  
 Note: OVERTIME AMOUNT 5.85

4-138

**Operating Engineer - Marine Construction**

**05/01/2010**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per Hour:

DREDGING OPERATIONS 07/01/2009

**CLASS A**

Operator, Leverman, \$ 32.89  
 Lead Dredgeman

**CLASS A1**

Dozer, Front Loader To Conform to Operating Engineer  
 Operator Prevailing Wage in Locality where Work  
 is being Performed including Benefits.

**CLASS B**

Spider/Spill Barge Operator, \$ 28.49  
 Tug Operator(over1000hp),  
 Operator/I, Fill Placer,  
 Derrick Operator, Engineer,  
 Chief Mate, Electrician,  
 Chief Welder,  
 Maintenance Engineer

Certified Welder, \$ 26.84  
 Boat Operator(licensed)

**CLASS C**

Drag Barge Operator, \$ 26.14  
 Steward, Mate,  
 Assistant Fill Placer,  
 Welder (please add) \$ 0.06

Boat Operator \$ 25.29

**CLASS D**

Shoreman, Deckhand, \$ 21.09  
 Rodman, Scowman, Cook,  
 Messman, Porter/Janitor  
 Oiler(please add) \$ 0.09

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2009

All Classes A & B \$ 8.05 plus  
 7% of straight  
 time wage  
 (overtime hours add) \$ 0.63

All Class C  
\$ 7.75 plus  
7% of straight  
time wage  
(overtime hours add) \$ 0.48

All Class D  
\$ 7.45 plus  
7% of straight  
time wage  
(overtime hours add) \$ 0.23

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

**Operating Engineer - Trenchless Pipe Rehab**

**05/01/2010**

**JOB DESCRIPTION** Operating Engineer - Trenchless Pipe Rehab

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

IMPORTANT NOTE: Rates posted apply to Nassau and Suffolk counties only.

Per Hour:

07/01/2009

DSET/DSSET Operator \$ 31.50

Robotic Unit Operator 31.50

DDCC Injection Operator 31.50

Technician/Equipment Operator 27.00

AM Liner/Hydra Seal Installer 27.00

Hobas Pipe, Polyethylene Pipe or  
Pull and Inflate Liner Inst. 27.00

**SUPPLEMENTAL BENEFITS**

Per Hour Worked

All Classifications \$ 11.34

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

At One Year Terms

(Per Hour)

First Year \$ 16.00

Second Year 16.75

Third Year 17.25

Fourth Year 18.00



Supplemental Benifit  
(Per Hour Worked)  
All Terms

\$ 11.34

4-138TrchPReh

**Painter**

**05/01/2010**

**JOB DESCRIPTION** Painter

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per hour: 07/01/2009

Drywall Taper \$ 35.00

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 23.14

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages(per Hour) 07/01/2009

1st Year \$ 13.25

2nd Year 17.50

3rd Year 21.00

4th Year 28.00

**Supplemental Benefits:**

(per Hour)

1st year \$10.27

2nd Year 13.50

3rd year 16.26

4th year 21.34

9-NYDCT9-DWT

**Painter**

**05/01/2010**

**JOB DESCRIPTION** Painter

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

**WAGES**

(Per hour) 07/01/2009

Brush / Taper \$ 35.00

Spray & Scaffold 38.00

Fire Escape 38.00

Decorator 38.00

Paperhanger/Wall Coverer 36.83

**SUPPLEMENTAL BENEFITS**

( per hour worked ) 07/01/2009

Paperhanger \$ 27.25

All others 23.14

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Indentured after 5/31/93 ( 1 ) year terms at the following wage rate.  
(per hour)

Appr 1st term...	\$ 13.25
Appr 2nd term...	17.50
Appr 3rd term...	21.00
Appr 4th term...	28.00

Spplmental benefis:  
(per Hour worked)

Appr 1st term...	\$10.27
Appr 2nd term...	13.50
Appr 3rd term...	16.26
Appr 4th term...	21.34

9-NYDC9-B/S

### Painter - Bridge & Structural Steel

05/01/2010

### JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

#### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### WAGES

(Per Hour Worked)	07/01/2009	10/01/2009	10/01/2010
STEEL:			
Bridge Painting	\$ 45.25	\$ 45.50	\$ 46.25
Power Tool/Spray	\$ 51.25	\$ 51.50	\$ 52.25

Shift Work: Where project specifications and/or contract provide for night work outside the regular hours of work, and said night work is performed on a second shift, which is separate from the first crew, the night shift employees shall be paid an additional 10% of the regular wage up to seven (7) hours, after which they shall be paid at time and one half the regular wage. If only a night shift is employed, the employees shall be paid at time and one half.

Note: For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

#### SUPPLEMENTAL BENEFITS

Per Hour Worked:	07/01/2009	10/01/2009	10/01/2010
Journeyman	\$ 28.31*	\$ 29.90*	\$ 31.04*
	\$ 28.31**	\$ 29.90**	\$ 31.04**
Hourly Rate after 40 hours from May 1st to Nov. 15th	\$5.00 only	\$6.00 only	\$6.75 only
Hourly Rate after 50 hours from Nov. 16th to April 30th	\$5.00 only	\$6.00 only	\$6.75 only

\*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

\*\*For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

#### OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

\*Note: When calculating overtime pay for the Power Tool/ Spray classification, add Six dollars to the hourly overtime rate calculated for the "Bridge Painting" classification.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

### REGISTERED APPRENTICES

(wage per hour Worked):

(1) year terms at the following percentage of Journeyman's wage.

Apprentices:	1st	2nd	3rd
07/01/2009	40%	60%	80%

Supplemental Benefits:

1st Term: Same as Journeyman excluding the additional \$5.00 per hour paid.

2nd and 3rd term: Same as Journeyman

9-DC-9/806/155-BrSS

### Painter - Line Striping

05/01/2010

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 9**

#### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2009
Striping-Machine Operator*	\$ 25.53
Linerman Thermoplastic	\$ 30.79

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

#### SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2009
Journeyman:	\$ 9.97 + 7% of wage

#### OVERTIME PAY

See (B, E, P, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

### Painter - Metal Polisher

05/01/2010

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 9**

#### ENTIRE COUNTIES

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

#### WAGES

07/01/2009

Metal Polisher	\$ 24.85*
----------------	-----------

\*Note: All workers shall be paid an additional premium in an amount equal to twenty (20%) percent of their basic straight time rate of pay for all time worked on hanging scaffolds and on standing scaffolds while working more than 34 feet off the ground. Such premium are to be paid on top of their straight time or overtime, whichever is applicable. This also applies to employees erecting scaffolding.

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2009

Journeyman: \$ 11.02

**OVERTIME PAY**

See (B, E, Q, T) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

55% of Basic Polisher Rate

9-8A/28A-MP

**Plasterer**

05/01/2010

**JOB DESCRIPTION** Plasterer

**DISTRICT 9**

**ENTIRE COUNTIES**

Kings, Nassau, Queens, Suffolk

**PARTIAL COUNTIES**

New York: Includes work in all Islands in New York City, except Manhattan.

**WAGES**

Per hour:

07/01/2009

Building:

Plasterer/Traditional

\$ 35.53

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman

\$ 21.80

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:

(per hour)

( 1 ) year terms at the following % journeyman's wage rate.

First year:	1st 6 months	2nd 6 months
	40%	45%
Second year:	1st 6 months	2nd 6 months
	55%	60%
Third year:	1st 6 months	2nd 6 months
	70%	75%

Supplemental Benefits:

(per hour paid):

(1) year term broken down into six month periods:

1st year:

1st six months	\$ 8.37
2nd six months	9.35
3rd six months	11.35
4th six months	12.33
5th six months	14.33
6th six months	15.33

9-530-Z1

**Plumber**

05/01/2010

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

# **ENTIRE COUNTIES**

Nassau, Suffolk

## **WAGES**

Per Hour:	07/01/2009- 04/30/2010	05/01/2010
-----------	---------------------------	------------

Plumber/ PUMP & TANK	\$ 42.24	\$ 42.49
-------------------------	----------	----------

## **SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009- 04/30/2010	05/01/2010
-----------	---------------------------	------------

Plumber	\$ 19.57	\$ 20.82
---------	----------	----------

## **OVERTIME PAY**

See (B, N, V) on OVERTIME PAGE

(V) Sunday & Holidays Only

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

## **REGISTERED APPRENTICES**

One(1) Year Terms at the Following Wage Per Hour:

	07/01/2009- 04/30/2010	05/01/2010
1st Term	\$ 9.77	\$ 9.85
2nd Term	15.37	15.47
3rd Term	20.96	21.09
4th Term	26.80	26.95

Supplemental Benefits per hour:

1st Term	\$ 8.39	\$ 9.69
2nd Term	8.89	10.29
3rd Term	9.39	10.89
4th Term	9.64	11.24

4-200 Pump & Tank

## **Plumber**

**05/01/2010**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

## **ENTIRE COUNTIES**

Nassau, Suffolk

## **WAGES**

Per Hour:	07/01/2009- 04/31/2010	05/01/2010
-----------	---------------------------	------------

Plumber MAINTENANCE ONLY	\$ 28.07	\$ 29.46
-----------------------------	----------	----------

(NOTE)

Maintenance: Correction of problem(s) with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures.

## **SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009- 04/31/2010	05/01/2010
-----------	---------------------------	------------

Plumber	\$ 9.40	\$ 9.65
---------	---------	---------

**MAINTENANCE ONLY**

**OVERTIME PAY**

See (B, J) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms, WAGES Per Hour as Follows:

	07/01/2009- 04/31/2010	05/01/2010
1st term	\$ 14.29	\$ 15.00
2nd term	\$ 15.38	\$ 16.15
3rd term	\$ 16.53	\$ 17.35
4th term	\$ 17.72	\$ 18.61
5th term	\$ 18.96	\$ 19.91

**SUPPLEMENTS PER HOUR**

1st term	\$ 7.90	\$ 8.19
2nd term	\$ 7.90	\$ 8.19
3rd term	\$ 7.90	\$ 8.19
4th term	\$ 7.90	\$ 8.19
5th term	\$ 7.90	\$ 8.19

4-200 Maintance

**Plumber**

**05/01/2010**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2009- 04/30/2010	05/01/2010
Plumber	\$ 47.73	\$ 47.73

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber	\$ 26.68	\$ 27.93
---------	----------	----------

**OVERTIME PAY**

See (A, O, V) on OVERTIME PAGE

CODE "V" is only for SUNDAYS and HOLIDAYS WORKED

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term 30%	2nd Term 40%	3rd Term 50%	4th Term 60%	5th Term 70%
-----------------	-----------------	-----------------	-----------------	-----------------

Supplemental Benefits per hour:

07/01/2009- 04/30/2010	05/01/2010
---------------------------	------------

1st Term	\$ 13.37	\$ 14.62
2nd Term	15.75	16.63
3rd Term	17.11	18.26
4th Term	18.63	19.78
5th Term	20.21	21.36

4-200

**Roofer** **05/01/2010**

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Rate Per Hour 07/01/2009

Roofer/Waterproofers \$ 37.50

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Roofer/Waterproofers \$ 25.37

**OVERTIME PAY**

Per Hour:

NEW ROOF SEE (B,E,Q)

RE-ROOF SEE (B,E,E2,Q)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) Year terms at the following percentage of Roofers/Waterproofers Wage

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

1st Term	\$ 2.00
2nd Term	6.33
3rd Term	14.67
4th Term	19.96

4-154

**Sheetmetal Worker** **05/01/2010**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour: 07/01/2009

Sheetmetal Worker \$ 45.40

For Temporary Operation or  
Maintenance of Fans is 80% of Above Wage Rate

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

Sheetmetal Worker \$ 35.18

**OVERTIME PAY**

See (A, O) on OVERTIME PAGE

For Fan Maintenance See Codes B & O

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:

(1/2) Year Terms at the following percentage of journeyman's hourly wage:

1st	2nd	3rd	4th
30%	35%	40%	45%
5th	6th	7th	8th
50%	55%	60%	70%

Supplemental Benefits per hour:

1st Term	\$ 14.56
2nd Term	16.32
3rd Term	17.92
4th Term	19.50
5th Term	21.07
6th Term	22.53
7th Term	24.44
8th Term	28.13

4-28

**Sheetmetal Worker**

**05/01/2010**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 9**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2009

SIGN ERECTOR \$39.70

\*NOTE: Overhead Highway Signs and Structurally Supported Signs  
(See IRON WORKER CLASS)

**SUPPLEMENTAL BENEFITS**

PER HOUR 07/01/2009

\$26.27

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 12, 16, 25) on HOLIDAY PAGE



Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

# **REGISTERED APPRENTICES**

Wage per hour: 07/01/2009

Half (1/2) year terms at the following rate(s):

1st 35%	2nd 40%	3rd 45%	4th 50%	5th 55%
6th 60%	7th 65%	8th 70%	9th 75%	10th 80%

Supplemental Benefits per hour paid:

Half (1/2) year terms at the following dollar amount

07/01/2009

1st	\$7.21
2nd	\$8.17
3rd	\$9.14
4th	\$10.10
5th	\$13.58
6th	\$15.41
7th	\$16.65
8th	\$17.92
9th	\$19.59
10th	\$21.19

9-137-SE

## **Steamfitter**

05/01/2010

**JOB DESCRIPTION** Steamfitter

**DISTRICT** 9

## **ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

## **WAGES**

Per Hour	07/01/2009- 12/29/2009	12/30/2009
Steam Fitter	\$ 48.90	*Additional \$ 2.50/Hr
Sprinkler Fitter	48.90	*Additional \$ 2.50/Hr
For Work on Temporary Heat & Air Conditioning	\$ 37.16	*Additional \$ 2.50/Hr

\*Increase to be allocated at a later date.

## **SUPPLEMENTAL BENEFITS**

Per Hour

Steamfitter	\$ 41.56
Sprinkler Fitter	41.56

(For Work on Temporary Heat & Air conditioning).	\$ 33.47
---	----------

## **OVERTIME PAY**

See (C, \*D, O, V) on OVERTIME PAGE

(\*D) ON ALL HVAC AND MECHANICAL CONTRACTS THAT DO NOT EXCEED \$15,000,000.00  
 and ON ALL FIRE PROTECTION/SPRINKLER CONTRACTS THAT DO NOT EXCEED \$ 1,500,00.00

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

Wages per hour worked:

( 1 ) year terms at the following percentage of Journeyman's wage.

Apprentices:	1st	2nd	3rd	4th	5th
	40%	50%	65%	80%	85%

Supplemental Benefits:

(1) year term at the following dollar amounts:

Apprentices:	1st	2nd	3rd	4th	5th
07/01/2009	\$17.17	\$21.24	\$27.34	\$33.43	\$35.47

9-638A-StmSpFtr

### Steamfitter

05/01/2010

**JOB DESCRIPTION** Steamfitter

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

### WAGES

Per Hour: 07/01/2009- 01/01/2010  
12/31/2009

Steamfitter/Maintenance & \$ 34.55 \*Additional  
AC Service Work \$ 1.00/Hr.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation up to 5hp (combined).  
Air Condition / Heating Compressor installation up to 10hp (combined).

\*Increase to be allocated at a later date

### SUPPLEMENTAL BENEFITS

Per Hour

Steamfitter/Maintenance & \$ 10.52  
AC Service Work

### OVERTIME PAY

OVERTIME:.....See ( B, E, Q\*, S\*\* ) on OVERTIME PAGE.

### HOLIDAY

HOLIDAY:

Paid:.....See ( 2, 6, 9, 10, 11, 15, 17, 26, Memorial Day ) on HOLIDAY PAGE.

Overtime:.... \* ( 2, 6, 9, 15, 17 )

\*\* ( 10, 11, 26, Memorial Day )

9-638B-StmFtrRef

### Survey Crew Consulting

05/01/2010

**JOB DESCRIPTION** Survey Crew Consulting

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Suffolk, Westchester

### PARTIAL COUNTIES

Dutchess: Only the portion south of the north city line in Poughkeepsie.

### WAGES

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

Categories cover GPS & underground surveying.

WAGES: (per hour)

07/01/2009

Survey Rates:

Party Chief.....	\$ 33.70
Instrument Man..	\$ 28.38
Rodman.....	\$ 25.02

**SUPPLEMENTAL BENEFITS**

Per Hour

All Crew Members: \$ 11.70

**OVERTIME PAY**

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

**Teamster - Asphalt Delivery**

**05/01/2010**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2009

**Heavy Construction Work:**

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

**"TRUCK DRIVER"**

Asphalt Delivery \$ 33.90

**Light Construction Work:**

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings.

**"TRUCK DRIVER"**

Asphalt Delivery \$ 20.00

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2009

**"Heavy Construction Work"**

**"TRUCK DRIVER"**

Asphalt Delivery \$ 30.87

**"Light Construction Work"**

**"TRUCK DRIVER"**

Asphalt Delivery \$ 13.75

**OVERTIME PAY**

See (B, \*B2, E, \*\*I, P, \*\*\*R, \*\*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

NOTE: (B,E,P,T&\*U) Apply to Heavy Construction.

NOTE: (B2,I,T&\*U) Apply to Light Construction.

NOTE: (\*U) Only applies after 8 hours worked on holiday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, \*16, \*\*25) on HOLIDAY PAGE  
NOTE: (\*16) Paid at Double if Worked. (\*\*25) Paid at Double if Worked.

4-282 AD

**Teamster - Building**

**05/01/2010**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour:	07/01/2009- 06/30/2010	07/01/2010
-----------	---------------------------	------------

Truck Driver (Building Demolition & Debris)

Trailers	\$ 28.85	\$ 29.85
----------	----------	----------

Straight Jobs	28.55	29.55
---------------	-------	-------

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009- 06/30/2010	07/01/2010
-----------	---------------------------	------------

All Classifications	\$ 23.15	\$ 24.35
---------------------	----------	----------

**OVERTIME PAY**

See (B, L, S, S1) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

**Teamster - Delivery of Concrete**

**05/01/2010**

**JOB DESCRIPTION** Teamster - Delivery of Concrete

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2009
-----------	------------

Heavy Construction Work:

Shall include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants

"TRUCK DRIVER"

Concrete Delivery	\$ 35.51
-------------------	----------

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

"TRUCK DRIVER"

Concrete Delivery	\$ 23.00
-------------------	----------

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009
-----------	------------

"Heavy Construction Work"

Concrete Delivery	\$ 28.45
-------------------	----------

"Light Construction Work"

Concrete Delivery \$ 14.50

**OVERTIME PAY**

See (B, E, \*I, P) on OVERTIME PAGE

NOTE: (B,E & P) Apply only to Heavy Construction Work.

(\*I) Applies only to Light Construction Work.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, \*16, \*\*25) on HOLIDAY PAGE

NOTE: (\*16) Paid at Double if Worked. (\*\*25) Paid at Double if Worked.

4-282ns

**Teamster - Heavy&Highway**

**05/01/2010**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

Per Hour:	07/01/2009- 06/30/2010	07/01/2010
-----------	---------------------------	------------

Truck Driver/Chauffer (Debris Removal)

Trailers	\$ 28.85	\$ 29.85
----------	----------	----------

Straight Jobs	\$ 28.55	\$ 29.55
---------------	----------	----------

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009- 06/30/2010	07/01/2010
-----------	---------------------------	------------

All Classifications	\$ 23.15	\$ 24.35
---------------------	----------	----------

**OVERTIME PAY**

See (B, L, S, S1) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 7, 8, 11, 12, 26) on HOLIDAY PAGE

4-282

**Teamster - Heavy&Highway**

**05/01/2010**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2009
-----------	------------

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of streets, highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Site Excavating (Chauffeurs)	\$ 33.90
---------------------------------	----------

Light Construction Work:

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating (Chauffeurs)	\$ 20.00
---------------------------------	----------

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2009
-----------	------------

Heavy Construction Work

Chauffeurs	\$ 30.87
------------	----------

Light Construction Work

Chauffers \$ 13.75

**OVERTIME PAY**

See (B, \*B2, E, \*\*I, P, \*\*\*R, \*\*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

NOTE: (B,E,P,T & \*U) Apply to Heavy Construction.

NOTE: (B2,I,T & \*U) Apply to Light Construction.

NOTE: (\*U) Only applies after 8 hours work on holiday

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, \*16, \*\*25) on HOLIDAY PAGE

NOTE: (\*16) Paid at Double if Worked. (\*\*25) Paid at Double if Worked.

4-282

**Welder**

05/01/2010

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2009

Welder (To be paid the same rate of the mechanic performing the work)

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, if worked
- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays, if worked

- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted



## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day

